

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

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Attorneys for Defendant LG Electronics USA, Inc.

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DEBORAH MOULTON, individually and on	:
behalf of all others similarly situated,	:
	:
Plaintiff,	:
	:
- against -	:
	:
LG ELECTRONICS, INC. and LG	:
ELECTRONICS USA, INC.	:
	:
Defendants.	:
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CERTIFICATION OF MELANIE A. GROSSMAN

Melanie A. Grossman, of full age, hereby certifies as follows:

1. I am an attorney at law in the State of New York and am an associate at the law firm Cohen & Gresser LLP, counsel for Defendant LG Electronics USA, Inc. ("Defendant") in the above-captioned matter.

2. I make this Certification in support of Defendant's Motion to Dismiss the Class Action Complaint for Failure to State a Claim Upon Which Relief May be Granted.

3. Attached hereto as Exhibit 1 is a true and correct copy of a document entitled "LG Electronics, Inc. LCD Television Limited Warranty – USA."

4. Attached hereto as Exhibit 2 is a true and correct copy of a document entitled "LG Electronics, Inc. Display Limited Warranty – USA."

5. Attached hereto as Exhibit 3 is a true and correct copy of a second document entitled "LG Electronics, Inc. Display Limited Warranty – USA."

I certify that the foregoing statements made by me are true and correct to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



MELANIE A. GROSSMAN

DATED: February 3, 2012

EXHIBIT 1 to
Certification of Melanie A. Grossman



LG Electronics, Inc.
LCD Television Limited Warranty - USA

Your LG LCD Television will be repaired or replaced, at LG's option, if it proves to be defective in material or workmanship under normal use, during the warranty period ("Warranty Period") listed below, effective from the date ("Date of Purchase") of original consumer purchase of the product. This warranty is good only to the original purchaser of the product and effective only when used in the United States, excluding U.S. Territories.

WARRANTY PERIOD	HOW SERVICE IS HANDLED
<p>LABOR: One Year from the Date of Purchase.</p> <p>PARTS: One Year from the Date of Purchase.</p> <p>Replacement Units and Repair Parts may be new or factory remanufactured.</p> <p>Replacement Units and Repair Parts are warranted for the remaining portion of the original unit's warranty period.</p>	<p>Please retain dealer's dated bill of sale or delivery ticket as evidence of the Date of Purchase for proof of warranty, and submit a copy of the bill of sale to the service person at the time warranty service is provided.</p> <p>CONSUMER USER Please Call 1-800-243-0000 (24 hours a day, 365 days per year) for instructions on getting the defective unit repaired or replaced. Visit our website at: http://www.lgservice.com</p> <p>COMMERCIAL USER Please Call (888) 865-3026 (Staffed during these times Mon. - Fri. 8:00AM ~ 5:00PM Central Standard Time) for instructions on getting the defective unit repaired or replaced. Visit our website at: http://www.lgcommercial.com</p>

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS U.S. DISTRIBUTOR SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST OR CORRUPTED PROGRAMMING OR DATA, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

THIS LIMITED WARRANTY DOES NOT APPLY TO:

<ul style="list-style-type: none"> • damage caused in shipping or transit • service required as a result of improper installation, including incorrect or insufficient AC supply (please consult the owner's manual for power supply requirements). • installation or repair of antenna systems, cable converters, cable company supplied equipment, or other components in a video system • set-up or adjustment on consumer controls, or damage caused by improper adjustments • damage caused by other system components • any unit that has been modified or incorporated into any other product • replacement of batteries on the remote control. 	<ul style="list-style-type: none"> • damage (including cosmetic damage), failure, loss or personal injury due to misuse, abuse, negligence, improper maintenance or storage, or to acts of nature or other causes beyond our control. (Causes beyond our control include but are not limited to lightning strike, power surges, power outages and water damage.) • image burn-in • repair or replacement of warranted parts by other than an LGE authorized service centers. • units purchased or serviced outside of the U.S.A. • product where the original factory serial numbers have been removed, defaced or changed in any way. • product sold and labeled as "as is, where is" or similar disclaimer.
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The cost of repair or replacement under these excluded circumstances shall be borne by the consumer.

LCD Television Limited Warranty – USA (continued)

CUSTOMER INTERACTIVE CENTER NUMBERS

<p>To obtain Customer Assistance, Product Information, or Dealer or Authorized Service Center location:</p>	<p><u>CONSUMER USER</u> Please call 1-800-243-0000 (24 hours a day, 365 days per year) and select the appropriate option from the menu. Or visit our website at: http://www.lgservice.com</p> <p><u>COMMERCIAL USER</u> Please call (888) 865-3026 (Staffed during these times Mon. - Fri. 8:00AM ~ 5:00PM Central standard time) and select the appropriate option from the menu. Or visit our website at: http://www.lgcommercial.com</p>
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CONCERNING PIXEL FUNCTIONALITY: An LCD Television contains hundreds of thousands of individual pixels. LCD displays typically contain a small number of pixels that do not function normally. Your display has been inspected and is in compliance with manufacturer's specifications, indicating that any pixel defects do not effect the operation or use of your display.

BEFORE CALLING FOR SERVICE:

Please have your product model number, serial number, and the date of purchase available.

Under some circumstances you may be asked to provide a reserve deposit to the LGE Service Center, using a credit card number as surety for advanced shipment. Your credit card will not be charged if you return the defective unit within 10 working days.

If a replacement unit is received, please use the carton and packaging from that unit in returning the defective unit to the LGE Service Center.

Parts and service in accordance with the LGE warranty is our responsibility and will be provided without charge. Other service requirements will be at the owner's expense. If you have problems in obtaining satisfactory warranty service, write or call the LGE Customer Interactive Service.

To assure proper credit and avoid unnecessary charges, you must obtain a Return Authorization before returning any product to the Factory Service Center. Contact the Customer Interactive Center for details.

Service for your LGE Television is provided through LG Electronics Alabama, Inc., the authorized LGE Service Center for the United States.

TO CONTACT LG ELECTRONICS BY MAIL:

LGE Customer Interactive Center
P. O. Box 240007
201 James Record Road
Huntsville, Alabama 35824
ATTN: CIC

LGE LCD Televisions are marketed and distributed in the United States by:
LG Electronics U.S.A., Inc., 1000 Sylvan Avenue, Englewood Cliffs, NJ 07632

EXHIBIT 2 to
Certification of Melanie A. Grossman



**LG Electronics, Inc.
Display Limited Warranty - USA**

Your LG Display will be repaired or replaced in accordance with the terms of this warranty, at LGE's option, if it proves to be defective in material or workmanship under normal use, during the warranty period ("Warranty Period") listed below, effective from the date ("Date of Purchase") of original consumer purchase of the product. This warranty is good only to the original purchaser of the product and effective only when used in the United States, excluding U.S. Territories.

WARRANTY PERIOD	HOW SERVICE IS HANDLED
<p>LABOR and PARTS: 2 YEARS from the Date of Purchase. Your unit will be repaired or replaced with a new, substitute model or factory reconditioned unit, at LGE's option. If repaired, parts used in the repair may be new or remanufactured.</p> <p>Replacement Units and Repair Parts are warranted for the remaining portion of the original unit's warranty period.</p> <p>EFFECTIVE DATE OF WARRANTY: Your warranty period begins on the date of sale to the original consumer/end user. KEEP THE DEALER'S DATED BILL OF SALE OR PROOF OF DELIVERY as evidence of the purchase date. You will be required to submit a legible copy of your bill of sale or proof of delivery when requesting warranty service.</p>	<p>Please retain dealer's dated bill of sale or delivery ticket as evidence of the Date of Purchase for proof of warranty, and submit a copy of the bill of sale to the service person at the time warranty service is provided.</p> <p>CONSUMER USER Please Call 1-800-243-0000 (24 hours a day, 365 days per year) for instructions on getting the defective unit repaired or replaced. Visit our website at: http://www.lgservice.com</p> <p>COMMERCIAL USER Please Call (888) 865-3026 (Staffed during these times Mon. - Fri. 8:00AM ~ 5:00PM Central Standard Time) for instructions on getting the defective unit repaired or replaced. Visit our website at: http://www.lgcommercial.com</p>

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS U.S. DISTRIBUTOR SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST OR CORRUPTED PROGRAMMING OR DATA, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

CONCERNING PIXEL FUNCTIONALITY: Your display contains about one million of individual pixels. Your display typically contain a small number of pixels that do not function normally. Your display has been inspected and is in compliance with manufacturer's specifications, indicating that any pixel defects do not effect the operation or use of your display.

IMPORTANT: Please fill out and mail in your Product Registration Card or go to **www.lgservice.com** / **www.lgcommercial.com** to register your product online. This information will allow us to reach you promptly should we discover a safety or reliability problem that could affect you.

THIS LIMITED WARRANTY DOES NOT APPLY TO:

<ul style="list-style-type: none"> • damage caused in shipping or transit • service required as a result of improper installation, including incorrect or insufficient AC supply (please consult the owner's manual for power supply requirements). • installation or repair of antenna systems, cable converters, cable company supplied equipment, or other components in a video system • set-up or adjustment on consumer controls, or damage caused by improper adjustments • damage caused by other system components • any panel that has been modified or incorporated into any other product • replacement of batteries on the remote control. • damage (including cosmetic damage), failure, 	<ul style="list-style-type: none"> loss or personal injury due to misuse, abuse, negligence, improper maintenance or storage, or to acts of nature or other causes beyond our control. (Causes beyond our control include but are not limited to lightning strike, power surges, power outages and water damage.) • image burn-in • repair or replacement of warranted parts by other than an LGE authorized service centers. • units purchased or serviced outside of the coverage area. • product where the original factory serial numbers have been removed, defaced or changed in any way. • product sold and labeled as "as is, where is" or similar disclaimer.
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The cost of repair or replacement under these excluded circumstances shall be borne by the consumer.

CUSTOMER INTERACTIVE CENTER NUMBERS:

To obtain Customer Assistance, Product Information, or Dealer or Authorized Service Center location:	CONSUMER USER Please call 1-800-243-0000 (24 hours a day, 365 days per year) and select the appropriate option from the menu. Or visit our website at: http://www.lgservice.com
	COMMERCIAL USER Please call (888) 865-3026 (Staffed during these times Mon. - Fri. 8:00AM ~ 5:00PM Central standard time) and select the appropriate option from the menu. Or visit our website at: http://www.lgcommercial.com

BEFORE CALLING FOR SERVICE:

- **Please check your operating guide – you may avoid a service call.**
For warranty service information, please contact the LGE Customer Interactive Center telephone number.
- When calling for service, **Please have your product model number, serial number and the date of purchase or the date of original installation available.**
- If a replacement unit is required, under some circumstances you may be asked to provide a reserve deposit to the LGE Service Center against a credit card number as surety for advanced shipment. Your credit card will not be charged if you return the defective unit within 10 working days.
- If a replacement unit is received, please use the carton and packaging from that unit in returning the defective unit to the LGE Brand Service Center.
- Parts and service in accordance with the LGE warranty are our responsibility and will be provided without charge. Other service requirements will be at the owner's expense. If you have problems in obtaining satisfactory warranty service, write or call the LGE Customer Interactive Center. Service may be provided by independently owned and operated service organizations.
- To assure proper credit and avoid unnecessary charges, you must obtain an LGE Return Authorization before returning any product to the LGE Service Center. Contact the Customer Interactive Center for details.

TO CONTACT THE LGE CUSTOMER SERVICE CENTER BY MAIL:

LGE Customer Interactive Center
P.O. Box 240007
201 James Record Road
Huntsville, Alabama 35824
ATTN: CIC

P/NO : 3840VA0042K (0704-REV01)
Printed in Korea

EXHIBIT 3 to
Certification of Melanie A. Grossman



**LG Electronics, Inc.
Display Limited Warranty - USA**

Your LG Display will be repaired or replaced in accordance with the terms of this warranty, at LGE's option, if it proves to be defective in material or workmanship under normal use, during the warranty period ("Warranty Period") listed below, effective from the date ("Date of Purchase") of original consumer purchase of the product. This warranty is good only to the original purchaser of the product and effective only when used in the United States, excluding U.S. Territories.

WARRANTY PERIOD	HOW SERVICE IS HANDLED
<p>LABOR and PARTS: 1 YEAR from the Date of Purchase.</p> <p>PANEL: 2 YEARS from the Date of Purchase. Your unit will be repaired or replaced with a new, substitute model or factory reconditioned unit, at LGE's option. If repaired, parts used in the repair may be new or remanufactured. Replacement Units and Repair Parts are warranted for the remaining portion of the original unit's warranty period.</p> <p>EFFECTIVE DATE OF WARRANTY: Your warranty period begins on the date of sale to the original consumer/end user. KEEP THE DEALER'S DATED BILL OF SALE OR PROOF OF DELIVERY as evidence of the purchase date. You will be required to submit a legible copy of your bill of sale or proof of delivery when requesting warranty service.</p>	<p>Please retain dealer's dated bill of sale or delivery ticket as evidence of the Date of Purchase for proof of warranty, and submit a copy of the bill of sale to the service person at the time warranty service is provided.</p> <p>Please Call 1-800-243-0000 (24 hours a day, 365 days per year) for instructions on getting the defective unit repaired or replaced. Visit our website at: http://www.lgservice.com</p>

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS U.S. DISTRIBUTOR SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST OR CORRUPTED PROGRAMMING OR DATA, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

CONCERNING PIXEL FUNCTIONALITY: Your display contains about one million of individual pixels. Your display typically contain a small number of pixels that do not function normally. Your display has been inspected and is in compliance with manufacturer's specifications, indicating that any pixel defects do not effect the operation or use of your display.

IMPORTANT: Please fill out and mail in your Product Registration Card or go to **www.lgservice.com** / **www.lgcommercial.com** to register your product online. This information will allow us to reach you promptly should we discover a safety or reliability problem that could affect you.

THIS LIMITED WARRANTY DOES NOT APPLY TO:

<ul style="list-style-type: none"> ● damage caused in shipping or transit ● service required as a result of improper installation, including incorrect or insufficient AC supply (please consult the owner's manual for power supply requirements). ● installation or repair of antenna systems, cable converters, cable company supplied equipment, or other components in a video system ● set-up or adjustment on consumer controls, or damage caused by improper adjustments ● damage caused by other system components ● any panel that has been modified or incorporated into any other product ● replacement of batteries on the remote control. ● damage (including cosmetic damage), failure, 	<p>loss or personal injury due to misuse, abuse, negligence, improper maintenance or storage, or to acts of nature or other causes beyond our control. (Causes beyond our control include but are not limited to lightning strike, power surges, power outages and water damage.)</p> <ul style="list-style-type: none"> ● image burn-in ● repair or replacement of warranted parts by other than an LGE authorized service centers. ● units purchased or serviced outside of the coverage area. ● product where the original factory serial numbers have been removed, defaced or changed in any way. ● product sold and labeled as "as is, where is" or similar disclaimer.
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The cost of repair or replacement under these excluded circumstances shall be borne by the consumer.

CUSTOMER INTERACTIVE CENTER NUMBERS:

<p>To obtain Customer Assistance, Product Information, or Dealer or Authorized Service Center location:</p>	<p>Please call 1-800-243-0000 (24 hours a day, 365 days per year) and select the appropriate option from the menu. Or visit our website at: http://www.lgservice.com</p>
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BEFORE CALLING FOR SERVICE:

● **Please check your operating guide – you may avoid a service call.**

For warranty service information, please contact the LGE Customer Interactive Center telephone number.

- When calling for service, **Please have your product model number, serial number and the date of purchase or the date of original installation available.**
- If a replacement unit is required, under some circumstances you may be asked to provide a reserve deposit to the LGE Service Center against a credit card number as surety for advanced shipment. Your credit card will not be charged if you return the defective unit within 10 working days.
- If a replacement unit is received, please use the carton and packaging from that unit in returning the defective unit to the LGE Brand Service Center.
- Parts and service in accordance with the LGE warranty are our responsibility and will be provided without charge. Other service requirements will be at the owner's expense. If you have problems in obtaining satisfactory warranty service, write or call the LGE Customer Interactive Center. Service may be provided by independently owned and operated service organizations.
- To assure proper credit and avoid unnecessary charges, you must obtain an LGE Return Authorization before returning any product to the LGE Service Center. Contact the Customer Interactive Center for details.

TO CONTACT THE LGE CUSTOMER SERVICE CENTER BY MAIL:

LGE Customer Interactive Center
P.O. Box 240007
201 James Record Road
Huntsville, Alabama 35824
ATTN: CIC

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